US LEC Communications Inc.

6801 Morrison Boulevard
Charlotte, North Carolina 28211

REGULATIONS AND SCHEDULE OF CHARGES

APPLYING TO LOCAL EXCHANGE

TELECOMMUNICATION SERVICES WITHIN

WEST VIRGINIA

This Tariff applies to the Facilities-Based and Resold Local Telecommunications Services furnished by US LEC Communications Inc. between one or more points in West Virginia. This tariff is on file with the Public Service Commission of West Virginia, 201 Brooks Street, Charleston, WV 25301. Copies may be inspected during normal business hours at US LEC Communications Inc.'s principal place of business, 6801 Morrison Boulevard, Charlotte, North Carolina 28211.

Wanda Montano

Vice President – Regulatory & Industry Affairs

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Issued by: Wanda Montano, Vice President – Regulatory & Industry Affairs
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Charlotte, NC 28211

CHECK PAGE

The pages of this tariff are effective as of the date shown. The original and revised pages named below contain all changes from the original tariff and are in effect on the date shown.

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SYMBOLS AND TARIFF FORMAT

SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

C	To signify changed text of regulations.
D	To signify decreased rate.
I	To signify increased rate.
M	To signify a move in the location of text.
N	To signify new rate or regulation.
O	To indicate omissions
T	To signify a temporary rate and/or surcharge.

TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new Pages are occasionally added to the tariff. When a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current Page version on file with the P.S.C. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the P.S.C. follows in their tariff approval process, the most current Page number on file with the P.S.C. is not always the tariff page in effect.

TARIFF FORMAT

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
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D. Check Pages - When a tariff filing is made with the P.S.C., an updated check Page accompanies the tariff filing. The check Page lists the Pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check Page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check Page if these are the only changes made to it (*i.e.*, the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check Page to find out if a particular Page is the most current on file with the P.S.C.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by US LEC Communications Inc., to customers within local exchange service areas in West Virginia defined herein.

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of a payment required before the start of service.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

Call Back/Camp On: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be forwarded to a number different from DID calls.

SECTION 1 - DEFINITIONS

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer: Allows a station line user to transfer any established call to another station inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

SECTION 1 - DEFINITIONS

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both limited intraLATA and interLATA use.

Company: US LEC Communications Inc., the issuer of this tariff.

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

P.S.C.: District of Columbia Public Service Commission.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

Federal Communications Commission (or “FCC”): Independent government agency that develops and implements policy concerning interstate and international communications.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

SECTION 1 - DEFINITIONS

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for US LEC Communications Inc. in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, L.L.C. Tariff F.C.C. No. 4.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

SECTION 1 - DEFINITIONS

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer changeable.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Station: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

SECTION 2 - RULES AND REGULATIONS

This tariff is issued pursuant to the Rules and Regulations for the Government of Telephone Utilities, adopted by the Public Service Commission of West Virginia, and now in effect, and all amendments thereto and modifications thereof hereafter made by said Commission.

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish intrastate communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within US LEC Communications Inc.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

D) Service may be terminated upon written notice to the Customer if:
1) the Customer is using the service in violation of this tariff;
2) or, the Customer is using the service in violation of the law.

E) This tariff shall be interpreted and governed by the laws of West Virginia without regard for its choice of laws provision.

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, board, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, work stoppages, or other labor difficulties.

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

H) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

2) the reception of signals by Customer-provided equipment.

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;

B) of a type other than that which the Company would normally utilize in the furnishing of its services;

C) over a route other than that which the Company would normally utilize in the furnishing of its services;

D) in a quantity greater than that which the Company would normally construct;

E) on an expedited basis;

F) on a temporary basis until permanent facilities are available;

G) involving abnormal costs; or

H) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities, other than inside wiring on the Customer's side of the demarcation point, provided in accordance with this tariff remains in the Company, its agents or contractors.

SECTION 2 – RULES AND REGULATIONS

2.2 Prohibited Uses

A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and P.S.C. regulations, policies, orders, and decisions.

C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

SECTION 2 – RULES AND REGULATIONS

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

A) the payment of all applicable charges pursuant to this tariff;

B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

SECTION 2 –RULES AND REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any reasonable time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2 – RULES AND REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

A) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

SECTION 2 – RULES AND REGULATIONS

2.4 Customer Equipment and Channels

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

SECTION 2 – RULES AND REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

B) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

C) Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

E) The Company does not recommend, nor endorse in any way, any configuration where alarm systems of any type are routed through Private Branch exchange equipment, or any other similar equipment which may be prone to fail in case of electricity surges, power outages, etc. The Company does not assume any liability for any damages resulting, directly or indirectly, from such configuration.

SECTION 2 – RULES AND REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

SECTION 2 – RULES AND REGULATIONS

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for services and facilities furnished by the Company to the Customer, as well as all charges for services and facilities furnished by the Company to all persons using the Customer's codes, premises, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's authorization codes, premises, switched access connections, and direct connect facilities is the sole responsibility of the Customer. All calls placed using such direct connect facilities, authorization codes, premises, or switched access connections will be billed to, and must be paid by, the Customer.

A) Taxes: The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.5.2 Billing and Collection of Charges

A) Non-recurring charges are due and payable from the customer upon receipt of the invoice.

B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due upon receipt of the invoice. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.

SECTION 2 – RULES AND REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

E) The Company may consider delinquent and apply late payment charges on bills not paid within 20 days of when the Customer receives a bill. The late payment penalty shall be the portion of the payment not received by the 28th day after the date of the invoice, multiplied by a late factor of 1.5% per month, but shall not exceed 5% of the total original unpaid charges.

F) The Customer will be assessed a charge of twenty dollars ($20.00) for each check submitted by the Customer to the Company which a financial institution refused to honor.

G) Customers have up to 45 days (commencing 5 days after remittance of the bill) to initiate a dispute over regulated charges. If a Customer does not give the Company notice of a billing or rate dispute within the above mentioned dispute period, the invoice and the charges levied shall be deemed to be reasonable, correct and binding on the Customer. Late payment penalties on unpaid charges disputed by and resolved in favor of the Customer shall be credited.

SECTION 2 – RULES AND REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

H) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

I) The Company will not knowingly bill for uncompleted calls. When a Customer indicates that he/she was billed for an incomplete call or a call placed to a wrong number, the Company will reasonably issue credit to the Customer.

J) The Company reserves the right to assess charges for services rendered but not invoiced up to and including 24 months in arrears. The Company will allow a reasonable amount of time for payment to be received prior to late fee's being assessed.

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Business Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

SECTION 2 – RULES AND REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

1) two month's charges for a service or facility which has a minimum payment period of one month; or

2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

B) A deposit may be required in addition to an advance payment.

C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

D) Deposits held will accrue interest at a rate determined by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

SECTION 2 – RULES AND REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

A) Upon nonpayment of any amounts owing to the Company, and after 30 days from the date of the invoice, The Company may, by giving 10 days' prior written notice to the Customer, discontinue or suspend service without incurring any liability.

B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 10 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

SECTION 2 – RULES AND REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing bankruptcy or reorganization, or failing to discharge an involuntary petition within the timer permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

G) Upon the Company's discontinuance of service to the Customer under Section 2.5.5(A) or 2.5.5(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

SECTION 2 – RULES AND REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

A) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).

B) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

C) The special charges described in 2.5.6(A) through 2.5.6(B) will be calculated and applied on a case-by-case basis.

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

SECTION 2 – RULES AND REGULATIONS

2.6 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

A) When service is interrupted for a period of at least 24 hours after notice by the Customer to the Company, an allowance equal to 1/30 of fixed billing cycle charges for services and facilities furnished by the Company rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the customer to the Company. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Company rendered useless or substantially impaired.

(1) The word "interruption" shall mean the inability to complete calls due to equipment malfunctions or human errors. "Interruption" does not include, and no allowance shall be given for, service difficulties such as slow dial tone, circuits, busy or other network and/or switching capacity shortages. Nor shall "interruption" include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the customer, or where the Company, pursuant to the terms of this tariff, terminates service because of non-payment of bills or deposits due to the Company, unlawful or improper use of the Company's facilities or service, or any other reason covered by this tariff or by applicable law.

(2) No allowance shall apply to any non-recurring or usage charges.

SECTION 2 – RULES AND REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

C) interruptions due to the failure or malfunction of non-Company equipment;

D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and

G) interruption of service due to circumstances or causes beyond the control of Company.

SECTION 2 – RULES AND REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or P.S.C. regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

SECTION 2 – RULES AND REGULATIONS

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in 2.5.2.

The Customer's termination liability for cancellation of service shall be equal to:

A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer, plus;

B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus;

C) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

SECTION 2 – RULES AND REGULATIONS

2.10 Notices and Communications

A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

C) All notices or other communications required to be given pursuant to this tariff are requested to be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 2 – RULES AND REGULATIONS

2.11 Operator Services Rules

A) The Company will enforce the following operator service rules.

A provider of intrastate operator assisted communications services must:

1) identify itself at the time the end-user accesses its services;

2) upon request, quote all rates and charges for its services to the end-user accessing its system;

3) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:

(a) the operator service provider's name and address;

(b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;

(c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and

(d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.

SECTION 2 –RULES AND REGULATIONS

2.11 Operator Services Rules (Cont'd.)

A) (Cont'd)

4) in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and

5) in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

B) The Company will comply with the following provisions:

1) Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-user selection among competing interexchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

SECTION 3 - APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

A) Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.

B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

E) All times refer to local time.

SECTION 3 - APPLICATION OF RATES

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules:

A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

SECTION 3 - APPLICATION OF RATES

3.3 Rates Based Upon Distance (Cont'd)

B) The airline distance between any two rate centers is determined as follows:

1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above-referenced Bellcore document.

2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

3) Square each difference obtained in step (2) above.

4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.

5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7) FORMULA =

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

SECTION 3 - APPLICATION OF RATES

3.4 Time Periods Defined

Unless otherwise indicated herein:

3.4.1 All rate plans:

A) Day: 8:00 a.m. - 5:00 p.m. - Mon-Fri

B) Evening: 5:00 - 11:00 p.m. - Sun-Fri

C) Night/Weekend: 11:00 p.m. - 8:00 a.m. - All days
8:00 a.m. - 11:00 p.m. - Saturday
8:00 a.m. - 5:00 p.m. – Sunday

D) Holiday: For the following Holidays, the Evening Time Period rates are used, unless a lower rate would normally apply:

Christmas Day**	New Year's Day**
Martin Luther King Day*	Presidents Day*
Memorial Day*	Columbus Day*
Veterans Day**	Thanksgiving Day
Independence Day**	Labor Day

* Applies to Federally observed day only.

** When this Holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this Holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

SECTION 4 - EXCHANGE ACCESS SERVICE

4.1 General

The Company's Local Telephone Service provides a Customer with the ability to connect to the company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interstate or international calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800 telephone numbers;
- access Telephone Relay Service.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

Company's local exchange service allows the Customer unlimited access to stations on the public switched network within the Customer's basic local calling area, i.e., the local calling area as specified in the Incumbent Local Exchange Carrier's tariff in effect and as amended from time to time in the future.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to demarcation/connection block at the customer's premises.

The following Exchange Access Service Options are offered:

ADVANTAGE TecPath C
Digital Data Service
Frame Relay Service
Connectivity and Co-location Service (CCS)
Digital Subscriber Line (DSL)

SECTION 4 - EXCHANGE ACCESS SERVICE

4.2 Explanation of Mileage Bands and Rate Schedules

Mileage bands apply for usage sensitive Exchange Access Services offered.

Each band is airline mileage based as follows:

Band 1: 0-10 miles Band 2: 11-16 miles

Band 3: 17-22 miles Band 4: 23-30 miles

Band 5: 31-40 miles Band 6 41+ miles

Three rate schedules are presented for certain Exchange Access Service offered. Except for the central office exceptions listed below, a customer's rate schedule is dependent on the distance between the customer's dominant serving wire center and a US LEC switch.

Each rate schedule is airline mileage based as follows:

Schedule 1: Customers whose serving wire centers are 0 – 10 miles from a US LEC switch.

Schedule 2: Customers whose serving wire centers are 11 – 16 miles from a US LEC switch.

Schedule 3: Customers whose serving wire centers are greater than 16 miles from a US LEC switch.

SECTION 5 - SERVICE DESCRIPTIONS

5.1 Flat Rate Exchange Service

Flat Rate Exchange Service offers unlimited calling within the local calling area for one monthly recurring charge.

5.2 Measured Rate Exchange Service

Measured Rate Exchange Service offers unlimited calling within the local calling area for a monthly recurring charge, plus a per minute charge for each minute of local calling service used.

5.3 PRI T1 Measured Rate Service C

C

PRI T1 Measured Rate Service offers a Digital T1 Facility channelized for voice or data use. Calls within the predefined local calling area are subject to usage based charges. Up to 24 B-channels may be used from a single T1 facility. Each T1 for this service comes with a minimum of 14 B-channels and 1 D-channel. More bandwidth may be channelized at the request of the customer, for which services rates and surcharges apply in accordance with this tariff.

C

5.4 PRI T1 Flat Rate Service

C

PRI T1 Flat Rate Service offers a Digital T1 Facility channelized for voice or data use. Calls within the predefined local calling area are free of usage based charges. Up to 24 B-channels may be used from a single T1 facility. Each T1 for this service comes with a minimum of 23 B-channels and 1 D-channel.

5.5 Digital Data Service

Digital Data Service provides a dedicated point to point digital circuit, with bandwidth ranging from 56Kbs to 1.544 Mbs, that does not provide dial tone service. Digital Service T-1 required for ciruits of 512K or less. Data Only T-1 required for circuits greater than 512K or an endpoint with multiple circuits whose total bandwidth sum to greater than 512K. The circuit is used to enable communications transport between two or more points.

SECTION 5 - SERVICE DESCRIPTIONS

5.6 Frame Relay Service

Frame Relay Service (FRS) is a data communications service that provides for data connectivity between/among widely distributed locations. FRS routes Frame Relay Data Units between a customer's premises, using assigned Permanent Virtual Circuits (PVCs) provided via a dedicated Frame Relay Subscriber Network Access Line and a switch dedicated to FRS and other high-speed data services.

A Frame Relay Subscriber Network Access Line (NAL) is a dedicated digital line, utilizing the Frame Relay User to Network Interface standards. A Frame Relay Subscriber NAL provides connectivity from the customer's premises to the telephone company hub or serving wire center. The effective data rate of the line is 56/64 kbps for narrowband connectivity and 1.536 Mbps for wideband connectivity.

Each Frame Relay Data Unit is routed through the Frame Relay Network with an address that specifies the PVC connection. A PVC connection is a virtual connection between two Frame Relay Subscriber NALs, e.g. customer's premises.

Each Frame Relay Subscriber NAL is assigned at least one PVC. However, a customer may elect to subscribe to multiple PVCs. Additional PVCs are provisioned over the Frame Relay Subscriber NAL via address mapping, which enable the customer to route Frame Relay Data Units via virtual connections to multiple locations.

Frame Relay Service is available only where technically feasible and where US LEC has adequate facilities in place to provision it.

SECTION 5 - SERVICE DESCRIPTIONS

5.7 Connectivity and Co-location Service (CCS)

The Company offers physical rack space and high bandwidth connection for a customer-owned router to communicate to a server farm or server rack offsite. Subscription to this service requires subscription to T-1 or PRI service to the router or routers, as well as applicable entrance facility charges. This gives the customer the security of a US LEC-maintained high bandwidth connection, and local exchange service. Zone A denotes location of customer-owned equipment within the Company's wire center, while Zone B denotes location of customer-owned equipment on the Company's network, but outside of the Company's wire center.

5.8 Digital Subscriber Line (DSL)

Digital Subscriber Line Service (DSL) is a data communications service that provides for high-speed connectivity using Symmetric Digital Subscriber Line (SDSL) and ISDN Digital Subscriber Line (IDSL) technology. SDSL provides the customer the ability to transmit data to (upstream rate) and receive data from (downstream rate) a DSL Access Service Connection Point at the same speed using existing copper facilities. A DSL Access Service Connection Point is an interconnection point designated by the company that aggregates data traffic from and to Company SDSL-equipped serving wire centers. SDSL service may be used for simultaneous voice and data communications.

Six types of DSL service are available based on the synchronous speeds chosen by the customer. Peak speeds are not guaranteed by the Company due to factors that may effect the actual speeds delivered, including the SDSL Access Service customer's distance from the company's serving wire center, condition of the existing copper facilities, and the limitations in the telecommunications service provider's network design.

DSL Service will be provided over existing local exchange service facilities. When the customer orders DSL Service, the rates and charges are in addition to any rates and regulations that apply for the associated local service line provided under the terms and conditions of this tariff.

SECTION 5 - SERVICE DESCRIPTIONS

5.9 Asynchronous Transfer Mode (ATM) Service

US LEC's Asynchronous Transfer Mode (ATM) Service is a data transport and traffic prioritization technology that can integrate data, voice, and video over the same communications channel. Uniquely, ATM enables the transmission of multiple kinds of data at different speeds and with different prioritizations over a single User Network Interface (UNI = ATM Port). With US LEC's ATM service, users of local ATM Customer Premises Equipment (CPE) switches can connect to other ATM switches over a wide area *without* protocol conversions. Additionally, US LEC ATM services are mileage independent and offer significant network redundancy and resiliency.

ATM is a technology based upon international standards for cell-switched, connection-oriented data transmission allowing voice, video, and data communications over a single virtual network. ATM represents a specific implementation of cell relay, where the data packets are known as cells and have a fixed length of 53 octets.

Once the connection is made, information in the header of each cell is used to route the cell to its destination. All the nodes on the network are connected via one or more switched nodes, which route the cells to their destinations. The ATM switch (CPE), as required, allocates the total available transmission bandwidth. Because of the fixed-cell-length transmission can be carried out simultaneously for a number of cells. ATM guarantees service and provides Quality of Service options (QoS) for customers.

The use of these fixed-length cells allows ATM to support a range of applications and traffic types. Cells are statistically multiplexed and network capacity is dynamically allocated based on the real-time needs of the applications supported. This implies that a single port can be provisioned with aggregate PVC Peak Cell Rates exceeding the port size, but not exceeding the aggregate PVC Sustained Cell Rates.

SECTION 5 - SERVICE DESCRIPTIONS

5.9 Asynchronous Transfer Mode (ATM) Service (Cont'd)

Various applications require different service categories, or classes of service depending on their basic characteristics and requirements. US LEC offers customers a variety of choices to suit their needs: CBR, VBR-RT, VBR-NRT and UBR.

CBR (Constant Bit Rate) - Supported by a constant cell transfer rate, CBR is designed for applications that require stable bandwidth levels and low latency (in other words, those which *cannot* tolerate variances in delay or cell loss). Examples of applications that require CBR service include boardroom quality video and private line circuit emulation.

VBR-RT (Variable Bit Rate – Real Time) - VBR-RT is designed for applications that require stable bandwidth levels and low-to-medium latency (in other words, those which *cannot* tolerate variances in delay or cell loss). Examples of applications that require VBR-RT service include desktop quality video and packetized voice applications. This service class can also carry SNA traffic. VBR-RT has a less stringent variance tolerance than CBR, and demands less significant resources from the ATM network than CBR. In effect, VBR-RT offers customers services closer to CBR quality, in a more cost-effective manner.

VBR-NRT (Variable Bit Rate – Non-Real Time) - The VBR-NRT service category is designed for servicing bursty data applications such as E-mail and other LAN data applications. As such, VBR is often used with delay and loss-sensitive data, as well as packetized voice and video. This service class can also carry SNA traffic if the CDV is set within acceptable limits.

UBR (Unspecified Bit Rate) - Unspecified Bit Rate (UBR) service is designed for data applications that do not require guarantees on when or if the data is delivered. With UBR the Sustained Cell Rate (SCR) is set to zero and all traffic is tagged. The customer can choose the Peak Cell Rate value and is charged based on this value.

SECTION 6 - SERVICE RATES

6.1 Flat Rate Exchange Service

T-1 Digital Local Loop	Monthly Recurring Charges		
(Includes 15 lines or Trunks)	1 Year	2 Year	3 Year
Flat Rate Exchange Service	$150.00	$125.00	$100.00

DID Numbers:

	1 Year	2 Year	3 Year
Group of 20 Numbers	$15.00	$15.00	$15.00

Digital Termination

	1 Year	2 Year	3 Year
DOD Trunks	$50.00	$45.00	$40.00
Business Trunks (2 way)	$50.00	$45.00	$40.00
DID Trunks	$50.00	$45.00	$40.00
Trunk Terminations	$14.50	$14.50	$14.50

Analog Termination

	1 Year	2 Year	3 Year
Business Lines (w/Hunting)	$60.00	$55.00	$50.00
Basic Trunk (GroundStart)	$60.00	$55.00	$50.00
Analog Gateway	$150.00	$125.00	$100.00
Trunk Terminations	$14.50	$14.50	$14.50

Usage Sensitive Charges:	1 Year	2 Year	3 Year
Band 1 per minute	Free	Free	Free
Bands 2-6 per minute	$.0200	$.0175	$.0150

Non-Recurring Charges

Per T1 Local Loop Installation	$1000.00
Per Analog Gateway Facility Installation	$300.00
Per Later Access Line Connection	$40.00
Per Premise Visit	$13.00

SECTION 6 - SERVICE RATES

6.2 Measured Rate Exchange Service

T-1 Digital Local Loop	Monthly Recurring Charges			
(Includes 15 lines or Trunks)	1 Year	2 Year	3 Year	
Measured Rate Exchange Service	$235.00	$225.00	$200.00	C
DID Numbers:				
	1 Year	2 Year	3 Year	
Group of 20 Numbers	$15.00	$15.00	$15.00	
Digital Termination				
	1 Year	2 Year	3 Year	
DOD Trunks	$15.75	$15.00	$14.50	
Business Trunks (2 way)	$15.75	$15.00	$14.50	
DID Trunks	$15.75	$15.75	$14.00	
Trunk Terminations	$14.50	$14.50	$14.50	
Analog Termination				
	1 Year	2 Year	3 Year	
Business Lines (w/Hunting)	$15.75	$15.00	$14.00	C
Basic Trunk (GroundStart)	$15.75	$15.00	$14.00	
DID Trunks	$15.75	$15.75	$14.00	
Analog Gateway	$150.00	$125.00	$100.00	
Trunk Terminations	$14.50	$14.50	$14.50	
Usage Sensitive Charges:	1 Year	2 Year	3 Year	
Band 1-6 per minute	$.0200	$.0175	$.0150	

Non-Recurring Charges		C
Per T1 Local Loop Installation	$1000.00	
Per Analog Gateway Facility Installation	$300.00	
Per Later Access Line Connection	$40.00	
Per Premise Visit	$13.00	

SECTION 6 - SERVICE RATES

6.3 PRI T1 Measured Rate Exchange Service C

C

T-1 Digital Local Loop	Monthly Recurring Charges		
(Includes 15 lines or Trunks)	1 Year	2 Year	3 Year
PRI Measured Rate Exchange Service	$600.00	$550.00	$500.00

DID Numbers:			
	1 Year	2 Year	3 Year
Group of 20 Numbers	$15.00	$15.00	$15.00

Digital Termination			
	1 Year	2 Year	3 Year
DOD Trunks	$10.00	$10.00	$10.00
Business Trunks (2 way)	$10.00	$10.00	$10.00
DID Trunks	$10.00	$10.00	$10.00
ANI Delivery	$150.00	$125.00	$100.00
Trunk Terminations	$14.50	$14.50	$14.50
Group of 20 Numbers	$15.00	$15.00	$15.00

Usage Sensitive Charges:	1 Year	2 Year	3 Year
Band 1-6 per minute	$.0200	$.0175	$.0150

Non-Recurring Charges	
Per PRI T1 Installation	$1000.00
Per Analog Gateway Facility Installation	$300.00
Per Later Access Line Connection	$40.00
Per Premise Visit	$13.00

C

SECTION 6 - SERVICE RATES

6.4 PRI T1 Flat Rate Exchange Service

C

C

T-1 Digital Local Loop	Monthly Recurring Charges		
	1 Year	2 Year	3 Year
(Includes 23 B-channels and 1 D-channel)			
PRI Flat Rate Exchange Service	$900.00	$850.00	$800.00

Digital Termination			
	Schedule 1	Schedule 2	Schedule 3
ANI Delivery	$150.00	$125.00	$100.00
Trunk Terminations	$17.50	$17.50	$17.50

Usage Sensitive Charges:	1 Year	2 Year	3 Year
Band 1 per minute	Free	Free	Free
Bands 2-6 per minute	$.0200	$.0175	$.0150

Non-Recurring Charges	
Per PRI Local Loop Installation	$1000.00
Per Analog Gateway Facility Installation	$300.00
Per Later Access Line Connection	$40.00
Per Premise Visit	$13.00

C

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SECTION 6 - SERVICE RATES

6.5 Digital Data Service

T-1 Digital Local Loop	Monthly Recurring Charges			C
	1 Year	2 Year	3 Year	
Schedule 1	$500.00	$350.00	$300.00	
Schedule 2	$600.00	$450.00	$400.00	
Schedule 3	$700.00	$550.00	$500.00	

Data Port - requires one per endpoint of 512K

	1 Year	2 Year	3 Year
56K	$40.00	$30.00	$25.00
128K	$80.00	$60.00	$50.00
256K	$160.00	$120.00	$100.00
384K	$240.00	$180.00	$150.00
512K	$320.00	$240.00	$200.00
Cross Connect	$100.00	$75.00	$50.00
Interoffice Channel	$150.00	$125.00	$100.00

Mileage Charges - mileage between endpoints on a data circuit

Fractional DS1 Mileage - per mile	$1.00	$1.00	$1.00
DS1 Mileage - per mile	$2.00	$2.00	$2.00

Non-Recurring Charges		C
Per T1 Local Loop Installation	$1000.00	

SECTION 6 - SERVICE RATES

6.6 Frame Relay Service

T-1 Local Loop Monthly Recurring Charges C
(Data Only)

	1 Year	2 Year	3 Year
Schedule 1	$500.00	$350.00	$300.00
Schedule 2	$600.00	$450.00	$400.00
Schedule 3	$700.00	$550.00	$500.00
Remote	$700.00	$550.00	$500.00

DS-0 Local Loop Monthly Recurring Charges C
(Data Only)

	1 Year	2 Year	3 Year
Schedule 1	$120.00	$110.00	$100.00
Schedule 2	$130.00	$120.00	$110.00
Schedule 3	$150.00	$130.00	$120.00
Remote	$175.00	$160.00	$150.00

Non-Recurring Charges

Per T1 Local Loop Installation	$1000.00	C
Per DS0 Local Loop Installation	$40.00	C
Per Port Installation	$500.00	

SECTION 6 - SERVICE RATES

6.6 Frame Relay Service (Cont'd)

25% CIR Data Ports

	1 year	2 year	3 Year
56/64K FRS Port	$ 225.00	$ 215.00	$ 200.00
112/128K FRS Port	$ 350.00	$ 340.00	$ 325.00
224/256K FRS Port	$ 475.00	$ 465.00	$ 450.00
336/384K FRS Port	$ 600.00	$ 590.00	$ 575.00
448/512K FRS Port	$ 725.00	$ 715.00	$ 700.00
560/640K FRS Port	$ 850.00	$ 840.00	$ 825.00
672/768K FRS Port	$ 925.00	$ 910.00	$ 900.00
784/896K FRS Port	$ 1075.00	$ 1060.00	$ 1050.00
1.008/1.024Mb FRS Port	$ 1225.00	$ 1210.00	$ 1200.00
1.344/1.536Mb FRS Port	$ 1825.00	$ 1810.00	$ 1800.00

26-50% CIR Data Ports

	1 year	2 year	3 Year
56/64K FRS Port	$ 250.00	$ 235.00	$ 225.00
112/128K FRS Port	$ 375.00	$ 360.00	$ 350.00
224/256K FRS Port	$ 500.00	$ 485.00	$ 475.00
336/384K FRS Port	$ 625.00	$ 610.00	$ 600.00
448/512K FRS Port	$ 750.00	$ 735.00	$ 725.00
560/640K FRS Port	$ 875.00	$ 860.00	$ 850.00
672/768K FRS Port	$ 1000.00	$ 985.00	$ 975.00
784/896K FRS Port	$ 1150.00	$ 1135.00	$ 1125.00
1.008/1.024Mb FRS Port	$ 1300.00	$ 1285.00	$ 1275.00
1.344/1.536Mb FRS Port	$ 1950.00	$ 1935.00	$ 1925.00

51-75% CIR Data Ports

	1 year	2 year	3 Year
56/64K FRS Port	$ 300.00	$ 285.00	$ 275.00
112/128K FRS Port	$ 425.00	$ 410.00	$ 400.00
224/256K FRS Port	$ 550.00	$ 535.00	$ 525.00
336/384K FRS Port	$ 675.00	$ 660.00	$ 650.00
448/512K FRS Port	$ 800.00	$ 785.00	$ 775.00
560/640K FRS Port	$ 925.00	$ 910.00	$ 900.00
672/768K FRS Port	$ 1050.00	$ 1035.00	$ 1025.00
784/896K FRS Port	$ 1225.00	$ 1210.00	$ 1200.00
1.008/1.024Mb FRS Port	$ 1375.00	$ 1360.00	$ 1350.00
1.344/1.536Mb FRS Port	$ 2075.00	$ 2060.00	$ 2050.00

SECTION 6 - SERVICE RATES

6.6 Frame Relay Service (Cont'd)

76-100% CIR Data Ports

	1 year	2 year	3 Year
56/64K FRS Port	$ 325.00	$ 315.00	$ 300.00
112/128K FRS Port	$ 550.00	$ 440.00	$ 425.00
224/256K FRS Port	$ 675.00	$ 565.00	$ 550.00
336/384K FRS Port	$ 800.00	$ 690.00	$ 675.00
448/512K FRS Port	$ 925.00	$ 815.00	$ 800.00
560/640K FRS Port	$ 975.00	$ 965.00	$ 950.00
672/768K FRS Port	$ 1100.00	$ 1090.00	$ 1075.00
784/896K FRS Port	$ 1275.00	$ 1265.00	$ 1250.00
1.008/1.024Mb FRS Port	$ 1475.00	$ 1465.00	$ 1450.00
1.344/1.536Mb FRS Port	$ 2175.00	$ 2165.00	$ 2150.00

SECTION 6 - SERVICE RATES

6.7 Connectivity and Co-location Service (CCS)

Monthly Recurring Charges:	Zone A	Zone B
DS1 Entrance Facility	$72.00	$150.00
DS3 Entrance Facility	$960.00	$2100.00
DS1 Dialtone with DID	$500.00	N/A
PRI Dialtone with DID	$500.00	N/A
20 DID numbers - 1 year agreement	20.00	20.00
20 DID numbers - 2 year agreement	18.00	18.00
20 DID numbers - 3 year agreement	17.00	17.00
Non-Recurring Charges:		
PRI Installation	$1000.00	$1000.00
DS1 Installation	$1000.00	$1000.00
DS1 Entrance Facility Installation	$100.00	$750.00
S3 Entrance Facility Installation	$100.00	$870.50

6.8 Digital Subscriber Line (DSL)

Digital Subscriber Line Service (DSL) is a data communications service that provides for high-speed connectivity using Symmetric Digital Subscriber Line (SDSL) and ISDN Digital Subscriber Line (IDSL) technology. SDSL provides the customer the ability to transmit data to (upstream rate) and receive data from (downstream rate) a DSL Access Service Connection Point at the same speed using existing copper facilities. A DSL Access Service Connection Point is an interconnection point designated by the company that aggregates data traffic from and to Company SDSL-equipped serving wire centers. SDSL service may be used for simultaneous voice and data communications.

Six types of DSL service are available based on the synchronous speeds chosen by the customer. Peak speeds are not guaranteed by the Company due to factors that may effect the actual speeds delivered, including the SDSL Access Service customer's distance from the company's serving wire center, condition of the existing copper facilities, and the limitations in the telecommunications service provider's network design.

SECTION 6 - SERVICE RATES

6.8 Digital Subscriber Line (DSL) (Cont'd)

DSL Service will be provided over existing local exchange service facilities. When the customer orders DSL Service, the rates and charges are in addition to any rates and regulations that apply for the associated local service line provided under the terms and conditions of this tariff.

Synchronous Speed	Monthly Recurring Charges
1.5 Mbps SDSL	$799.00
1.04 to 1.1 Mbps SDSL	$599.00
768 to 784 Kbps SDSL	$499.00
384 to 416 Kbps SDSL	$199.00
192 to 200 Kbps SDSL	$179.00
144 to 166 Kbps SDSL	$149.00

Non-Recurring Charges

DSL Circuit Installation	$250.00

SECTION 6 - SERVICE RATES

6.9 Asynchronous Transfer Mode (ATM) Service (Cont'd)

Local Loop					
			MRC		
	Schedule	NRC	1 Year	2 Year	3 Year
DS1	On net	$ 1,250	$ 500	$ 350	$ 300
	Off net	$ 1,250	$ 600	$ 450	$ 400
	NNI	$ 1,250	$ 700	$ 550	$ 500
DS3	On net	$ 3,500	$ 4,000	$ 3,750	$ 3,500
	Off net	$ 3,500	$ 6,000	$ 5,500	$ 5,000
	NNI	$ 3,500	$ 4,000	$ 3,750	$ 3,500
DS1 Co-lo	Co-lo	$ 1,000	$ 74	$ 74	$ 74
DS3 Co-lo	Co-lo	$ 3,500	$ 960	$ 960	$ 960

ATM Port (>12 Mb Requires 45 Mb DS3 Port)					
			MRC		
	Schedule	NRC	1 Year	2 Year	3 Year
1.5 Mb (DS1)	ALL	N/A	$ 775	$ 750	$ 700
45 Mb (DS3)	On net	N/A	$ 4,000	$ 3,750	$ 3,500
	Off net	N/A	$ 5,000	$ 4,750	$ 4,500

SECTION 6 - SERVICE RATES

6.9 Asynchronous Transfer Mode (ATM) Service (Cont'd)

PVCs (Per PVC, Simplex Pricing)

			SCR (Term & Schedule Independent)		
QoS	**NRC**	**PCR**	**0-56 Kb**	**64+ Kb**	**1.5+ Mb**
		Per 64 Kb	**Per 8 Kb**	**Per 64 Kb**	**Per 1.5 Mb**
CBR	$100	1:1 SCR	$ 2.250	$ 18.00	$ 432.00
VBR-rt*	$100	4:1 SCR	$ 2.125	$ 17.00	$ 408.00
VBR-nrt*	$100	4:1 SCR	$ 2.000	$ 16.00	$ 384.00
UBR	$100	N/A	$ 0.500	$ 4.00	$ 96.00

* SCR for VBR-rt and VBR-nrt PVCs must be at least 25% of PCR

Volume Discounts (Per solution, all elements)

MRC	**Discount**
10K	5%
20K	10%
30K	15%
50K	20%

SECTION 6 - SERVICE RATES

6.9 Asynchronous Transfer Mode (ATM) Service (Cont'd)

Performance Standards available for US LEC ATM service are Core Network Availability, On-Net and Off-Net End-to-End Network Availability, Network Transit Delay (NTD) and Mean Time to Repair (MTTR).

	ATM Performance Standards	Guarantee
A	Core Network Availability	99.90%
B.1	On-Net End-to-End Network Availability (Domestic)	99.85%
B.2	Off-Net End-to-End Network Availability (Domestic)	99.80%
C.1	Network Transit Delay for Constant Bit Rate (CBR)	50 Ms One-Way
C.2	Network Transit Delay for Variable Bit Rate – Real Time (VBR-RT)	55 Ms One-Way
C.3	Network Transit Delay for Variable Bit Rate – Non Real Time (VBR-NRT)	60 Ms One-Way
C.4	Network Transit Delay for Unspecified Bit Rate - (UBR)	100 Ms One-Way
D	Mean Time to Repair (MTTR)	8 Hours

SECTION 7 - OTHER SERVICE ARRANGEMENTS

7.1 ADVANTAGE TecPath C

The ADVANTAGE TecPath service provides customers with up to 24 channels of highly flexible, high capacity bandwidth. The Customer has the flexibility of bundling local exchange service and data services including Frame Relay Service and Internet access*. These voice and/or data services are provisioned on individual 64 Kbps channels which can total up to, but not exceed, 1.54 Mbps. Miscellaneous Service rates contained in Section 8 of this tariff are not included in ADVANTAGE TecPath monthly recurring rates. Frame Relay channels are provided with a committed information rate of 0%. Committed information rates higher than 0% will be provided in 16 Kbps increments and will be subject to standard Frame Relay Service pricing. ATM service is offered as Unspecified Bit Rate quality of service. Additional quality of service levels are available in 8 Kbps increments and are subject to standard ATM rates. Digital Data Service is available in 64 Kbps increments, and all mileage charges will apply in addition to the channel rate. A minimum monthly charge of $500 applies to each ADVANTAGE TecPath configuration. Additionally, all ADVANTAGE TecPath configurations are subject to a minimum 1-year term commitment. An analog gateway is required for analog line terminations. Optional bundles of regulated and non-regulated services described in 7.1.1, 7.1.2 and 7.1.3 are available in addition to the basic Power T configuration. C C C C C

ADVANTAGE TecPath	Monthly Recurring Charges		
	Schedule 1	Schedule 2	Schedule 3
Per 64 Kbps channel (1)	$50.00	$60.00	$70.00
Per 64 Kbps channel (2)	$17.00	$20.00	$25.00
Analog Gateway	1 Year	2 Year	3 Year
All schedules	$150.00	$100.00	$75.00
Internet Gateway*			
All Schedules	$100.00	$75.00	$50.00
Data Gateway			
All Schedules	$25.00	$25.00	$25.00

Non-Recurring Charges:	
T-1 Installation	$1,000.00
Gateway Installation	$250.00

* Non-regulated service
(1) Channel rate for data service or flat-rate local exchange service
(2) Channel rate for measured-rate or message-rate local exchange service, usage rates apply

SECTION 7 - OTHER SERVICE ARRANGEMENTS

7.1 ADVANTAGE TecPath (cont'd) C

7.1.1 Power Pak Installation Package C

In addition to standard ADVANTAGE TecPath service configurations, the Customer may purchase the Power Pak bundle of services listed below. The Power Pak rates below apply to each ADVANTAGE TecPath configuration and include the following services. C C

Non-Recurring T-1 Installation
Bronze Web Hosting*
10 E-Mail Boxes*
Extended Local Calling (where applicable)
50% off standard US LEC Conferencing service rates***

Power Pak Service Rates	Monthly Recurring Charges		
	1Year	2 Year	3 Year
Schedules 1, 2 & 3	$125.00	$75.00	$50.00

7.1.2 Power Pak Plus Installation Package C

In addition to standard ADVANTAGE TecPath service configurations, the Customer may purchase the Power Pak Plus bundle of services listed below. The Power Pak rates below apply to each ADVANTAGE TecPath configuration and include the following services. C C

Non-Recurring T-1 Installation
Bronze Web Hosting*
10 E-Mail Boxes*
Extended Local Calling (where applicable)
50% off standard US LEC Conferencing service rates***
Analog Gateway
Internet router, including installation and maintenance*

* Non-regulated service
*** Rates, terms and conditions in US LEC's Interstate Rate Guide Section 6.4 apply

SECTION 7 - OTHER SERVICE ARRANGEMENTS

7.1 ADVANTAGE TecPath (cont'd) C

7.1.2 Power Pak Plus Installation Package (cont'd) C

Power Pak Plus Service Rates	Monthly Recurring Charges		
	1Year	2 Year	3 Year
Schedules 1, 2 & 3	$325.00	$200.00	$125.00

7.1.3 Power Pak Securi-T Installation Package C

In addition to standard ADVANTAGE TecPath service configurations, the Customer may purchase the Power Pak Plus bundle of services listed below. The Power Pak rates below apply to each TecPath configuration and include the following services. C C

Non-Recurring T-1 Installation
Bronze Web Hosting*
10 E-Mail Boxes*
Extended Local Calling (where applicable)
50% off standard US LEC Conferencing service rates***
Analog Gateway
Internet router, including installation and maintenance*
Firewall Service*
Secure Internet*
Firewall Installation*

Power Pak Securi-T Service Rates	Monthly Recurring Charges		
	1Year	2 Year	3 Year
Schedules 1, 2 & 3	$750.00	$560.00	$450.00

* Non-regulated service
*** Rates, terms and conditions in US LEC's Interstate Rate Guide Section 6.4 apply

SECTION 7 - OTHER SERVICE ARRANGEMENTS

7.1 ADVANTAGE TecPath (cont'd) C

7.1.4 Power Pak Ultra Installation Package C

In addition to standard ADVANTAGE TecPath service configurations, the Customer may purchase the Power Pak Ultra bundle of services listed below. The Power Pak Ultra rates below apply to each ADVANTAGE TecPath configuration and include the following services. C C

Non-Recurring T-1 Installation
Bronze Web Hosting*
10 E-Mail Boxes*
Extended Local Calling (where applicable)
50% off standard US LEC Conferencing service rates***
ANI Delivery

Power Pak Service Rates	Monthly Recurring Charges		
	1Year	2 Year	3 Year
Schedules 1, 2 & 3	$525.00	$325.00	$200.00

7.1.5 Power Pak Max Installation Package C

In addition to standard ADVANTAGE TecPath service configurations, the Customer may purchase the Power Pak Max bundle of services listed below. The Power Pak Max rates below apply to each ADVANTAGE TecPath configuration and include the following services. C C

Non-Recurring T-1 Installation
Bronze Web Hosting*
10 E-Mail Boxes*
Extended Local Calling (where applicable)
50% off standard US LEC Conferencing service rates***
Caller ID w/ Name

Power Pak Service Rates	Monthly Recurring Charges		
	1Year	2 Year	3 Year
Schedules 1, 2 & 3	$525.00	$325.00	$200.00

SECTION 7 - OTHER SERVICE ARRANGEMENTS

7.1.6 Web Hosting* Upgrades

For all Power Pak Installation packages described in 7.1.1, 7.1.2 and 7.1.3 the following web hosting service options may be substituted for Bronze service at the rates described below. C

	Monthly Recurring Charge		
Service	1-year term	2-year term	3-year term
Silver Web Hosting	$15.00	$15.00	$15.00
Gold Web Hosting	$40.00	$40.00	$40.00
Platinum Web Hosting	$85.00	$85.00	$85.00
Platinum Plus Web Hosting	$225.00	$225.00	$225.00

7.1.7 Volume Discount Schedule

The following service term commitment and volume discounts will be applied to ADVANTAGE TecPth and all optional Power Pak service packages. All services purchased in conjunction with ADVANTAGE TecPath service will contribute to the discount schedule. However, the discounts will only apply to ADVANTAGE TecPath and optional Power Pak monthly recurring rates. C C C

Volume	1-year term	2-year term	3-year term
$500	0.0%	0.0%	0.0%
$750	5.0%	10.0%	12.5%
$1,000	5.0%	12.5%	20.0%
$10,000	5.0%	15.0%	25.0%

* Non-regulated service

SECTION 7 - OTHER SERVICE ARRANGEMENTS

7.2 Dynamic T

The Dynamic T service provides customers with 1.5 Mbps of highly flexible, high capacity bandwidth that can be dynamically changed from up to 24 channels of voice capacity to 1.5 Mbps of Internet bandwidth or any combination of either at any given moment. The Customer has the flexibility of bundling local exchange service and data services including Internet access*. These voice and/or data services are provisioned on a T-1 utilizing US LEC Gateways and the required US LEC provided and Managed Integrated Access Devices (IAD) that allow intermingling of the voice and Internet on the T-1 which can total up to, but not exceed, 1.544 Mbps. The service can be converted to lines, PRI or T-1 to interface with the customer's existing equipment. Exchange Access Optional services and Miscellaneous Service rates contained in Sections 6 and 8 of this tariff are not included in Dynamic T monthly recurring rates. All Dynamic T configurations are subject to a minimum 1-year term commitment. An analog gateway is required for analog line terminations. Optional bundles of regulated and non-regulated services described in 7.2.1 are available in addition to the basic Dynamic T configuration.

Dynamic T Customer Voice traffic has priority over Internet traffic.

Dynamic T	Monthly Recurring Charges		
Base Services	Schedule 1	Schedule 2	Schedule 3
Dynamic T 1.0 Mbps with 1.0 Mbps Internet and 8 Voice Channels	$600.00	$650.00	$700.00
Dynamic T 1.5 Mbps with 1.5 Mbps Internet and 16 Voice Channels	$900.00	$950.00	$1,000.00
Dynamic T 3.0 Mbps with 1.5 Mbps Internet and 16 Voice Channels	$1,600.00	$1,700.00	$1,800.00

*Internet access is a non-regulated offering

SECTION 7 - OTHER SERVICE ARRANGEMENTS

7.2 Dynamic T (Cont'd)

Base Services	Schedule 1	Schedule 2	Schedule 3
US LEC Managed IAD Basic Per T-1/w battery back-up	$150.00	$150.00	$150.00
US LEC Managed IAD Upgrade Per T-1/w battery back-up (in addition to IAD Basic)	$50.00	$50.00	$50.00

The US LEC Managed IAD provides the following bundle of services.

Bronze Web Hosting*
10 Email Boxes*
Extended Local Calling (where applicable)
50% off standard US LEC Conferencing rates***
Combined Analog Gateway and Internet Router, including installation and maintenance*

* Non-regulated service
*** Rates, terms, and conditions in US LEC's Interstate Rate Guide apply

SECTION 7 - OTHER SERVICE ARRANGEMENTS

7.2 Dynamic T (Cont'd)

7.2.1 Dynamic T Optional Services

Optional Services	MRC
Four (4) Additional Voice Channels	$200.00
Domestic LD Bundle	
2,000 minutes per month	$75.00
3,000 minutes per month	$100.00
4,000 minutes per month	$115.00
Excess Domestic LD minutes per month per minute	$0.05

7.2.2 Dynamic T Discounts

Dynamic T discounts are applicable to any Dynamic T MRC element and are calculated based on the sum of the MRC of the selected elements and the term of the customer contract.

MRC Commitment /minimum MRC	1 Year	2 Year	3 Year
$750.00	0.0%	0.0%	5.0%
$1,000.00	0.0%	5.0%	10.0%
$2,000.00	0.0%	10.0%	15.0%

SECTION 8 - MISCELLANEOUS SERVICES

8.1 Remote Call Forwarding On-Net

8.1.1 Description

Remote Call Forwarding On-Net is a service that utilizes a US LEC switch to automatically forward all incoming calls dialed to the remote call forwarding on-net number to another US LEC service number.

8.1.2 Rates

	Non-Recurring	Monthly Recurring
Remote Call Forwarding On-Net (per number)	$100.00	$25.00

SECTION 8 - MISCELLANEOUS SERVICES

8.2 Operator Services

8.2.1 Description

Operator Handled Calling Services are provided to Customers and Users of Company-provided Local Exchange Services, and to Customers and Users of exchange access lines which the Customer has pre-subscribed to the Company's Pre-Subscribed MTS.

8.2.2 Definitions

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Collect Call: Calls completed with the assistance of a Company Operator for which charges are billed -- not to the originating telephone number, but to the destination or terminating number.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Billed to Non-Proprietary Calling Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

SECTION 8 - MISCELLANEOUS SERVICES

8.2 Operator Services (Cont'd)

8.2.3 Rates

Local exchange, IntraLATA, and Long Distance calls may be placed on an Operator Assisted basis. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, additional surcharges specified in this tariff will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

	Per Call Charges
Person-to-Person	$2.00
Collect Calling	$1.00
Third Number Billing	$1.00
Calling Card	$1.00

SECTION 8 - MISCELLANEOUS SERVICES

8.3 Busy Line Verify and Line Interrupt Service

8.3.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

A) The operator will determine if the line is clear or in use and report to the calling party.

B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

8.3.2 Regulations

A) A charge will apply when:

1) The operator verifies that the line is busy with a call in progress.

2) The operator verifies that the line is available for incoming calls.

3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

SECTION 8 - MISCELLANEOUS SERVICES

8.3 Busy Line Verify and Line Interrupt Service (Cont'd)

8.3.2 Regulations (Cont'd)

B) No charge will apply:

1) When the calling party advises that the call is to or from an official public emergency agency.

2) Under conditions other than those specified in 8.3.2(a) preceding.

C) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

D) The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

8.3.3 Rates

	Per Request
Busy Line Verify Service	$0.95
Busy Line Verify and Busy Line Interrupt Service	$1.40

SECTION 8 - MISCELLANEOUS SERVICES

8.4 Directory Assistance

8.4.1 Description

A Customer may obtain Directory Assistance in determining telephone numbers within US LEC Communications Inc. by calling the Directory Assistance operator.

Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

A credit will be given for calls to Directory Assistance when:

- the Customer experiences poor transmission or is cut-off during the call,
- the Customer is given an incorrect telephone number, or
- the Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

8.4.2 Rates

Per Number Requested	$0.75	(I)

SECTION 8 - MISCELLANEOUS SERVICES

8.5 Service Implementation

8.5.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

8.5.2 Rates

	Non-Recurring
Per Service Order	$50.00

8.6 Restoration of Service

8.6.1 Description

A restoral charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for.

8.6.2 Rates

	Non-Recurring
Per Occasion	$100.00

SECTION 8 - MISCELLANEOUS SERVICES

8.7 Maintenance Visit Charge

8.7.1 Description

A maintenance visit charge applies if a maintenance visit is required to complete any requested maintenance work on the subscriber's premises.

Where a NID exists, if the Company is able to test for dial tone and the problem proves to be beyond the NID (within Customer premises), a maintenance charge is applicable. In the event there is no NID and/or the Company is unable to test for dial tone, then no maintenance charge will be assessed. In those cases where the Customer has bought an inside wire maintenance warranty/plan (a non-regulated service) from the Company, no maintenance charge will be applicable regardless of the dial tone test results or whether a NID exists or not.

8.7.2 Rates

	Non-Recurring
Per Visit	$13.00

8.8 Emergency Services (Enhanced 911)

8.8.1 Description

Allows Customers to reach appropriate emergency services including police, fire and hospital medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary 911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the person handling the 911 call. The Company will impose a surcharge to all Customers at a level determined by the respective county.

SECTION 8 - MISCELLANEOUS SERVICES

8.9 Presubscription Changes

8.9.1 Description

Customer may change the choice of Primary Interexchange Carrier (PIC) at any time. The customer's original PIC choices are activated at no charge upon inception of local service. Subsequent changes are subject to the following charges.

8.9.2 Rates

	Per Line/Trunk Per Occurrence
InterLATA PIC Change	$5.00
IntraLATA PIC Change (when available)	$5.00
Both PIC selections changed simultaneously	$5.00

8.10 Intentionally left blank

8.11 Calling Cards

8.11.1 Description

Calling Cards are available for customers who may want to make calls on their US LEC account from differing locations. Calling card calls will incur the following charges:

SECTION 8 - MISCELLANEOUS SERVICES

8.11 Calling Cards (Cont'd)

8.11.2 Rates

Payphone Compensation Surcharges	$0.25
Rate per minute	$0.25

*per payphone originated call

8.12 Accounting Codes

8.12.1 Description

Accounting Codes provide customers with a means of restricting calls or itemizing calls, according to specific digits that must be dialed at the end of a long distance telephone number. The length of Accounting Codes may vary from 2 to 6 digits, however, the length must be consistent for each customer location.

Offered are packages of codes that are verified against a specific list of valid numbers, for call restriction, or offers unverified packages of 2-6 digits in length for cataloging by code, the calls made.

8.12.2 Rates

Charge Per Customer Location	Non-Recurring	Monthly Recurring	
Verified Packages	$30.00	$10.00	
Account Code Prompting Packages	$30.00	$ 5.00	C

SECTION 8 - MISCELLANEOUS SERVICES

8.13 Foreign Exchange (FX) Service

8.13.1 Description

FX Service enables a Customer to receive a Company-provided Exchange Access Service at a point outside the Exchange Access Service Area corresponding to the NPA-NXX designation (as set forth in Section 4.1) of such Exchange Access Service.

The Local Calling Area and all Usage Service rates which apply to an FX Exchange Access Service are the same as those which regularly apply to other Company-provided Exchange Access Services bearing the same NPA-NXX designation.

8.13.2 Rates

	Non-Recurring	Monthly Recurring
Foreign Exchange Service	$500.00	$1000.00

SECTION 8 - MISCELLANEOUS SERVICES

8.14 Directory Listings

8.14.1 Description

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at the following rates:

8.14.2 Rates

	Non-Recurring	Monthly Recurring
Each Additional Listing	$6.30	$2.50

Non-Published Listing

A non-published listing is not listed in either the alphabetical section of the dominant Local Exchange Company's directory or Company directory assistance records and will not be furnished upon request of a calling party. The Company will complete an incoming call to a Customer with a non-published listing only when the calling party places the call by number.

	Non-Recurring	Monthly Recurring
Each Non-Published Listing	$6.30	$2.50

SECTION 8 - MISCELLANEOUS SERVICES

8.14.3 Non-Listed Listing

A non-listed listing is not listed in the alphabetical section of the dominant Local Exchange Company's directory, but is maintained on Company directory assistance records and will be furnished upon request of a calling party. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a non-listed telephone number in the directory shall attach to the Company.

	Non-Recurring	Monthly Recurring
Each Non-Listed Listing	$6.30	$1.50

8.14.4 Foreign Listing

A listing in the alphabetical section of the dominant Local Exchange Company's directories outside the Customer's local exchange may be furnished. The listing is subject to the rates and regulations applicable to the published directory in which the listing is to appear.

	Non-Recurring	Monthly Recurring
Each Foreign Listing	$6.30	$2.50

SECTION 8 - MISCELLANEOUS SERVICES

8.15 Custom Calling Features

8.15.1 Description

These features will include Custom Calling and CLASS features such as Call Forwarding, Call Waiting, Caller ID, Caller ID with Name, etc.

8.15.2 Rates

	Per Service Order Non-Recurring	Per Feature Monthly Recurring
Custom Calling Features (with the exception of Caller ID) per feature	$25.00 *	$2.75*
Caller ID	$25.00 *	$7.50*
Caller ID Blocking	No charge	No charge
Caller ID with Name	$25.00*	$8.00*
Caller ID with Name Per PRI	$25.00*	$100.00*

*Caller ID and Caller ID with Name service are furnished by the Company subject to the network arrangements of third-party local exchange carriers. The Company will deliver all names/numbers, subject to blocking, technical limitations and availability of third-party information.

SECTION 8 - MISCELLANEOUS SERVICES

8.16 Telecommunications Service Priority (TSP) System

8.16.1 Description

The Telecommunications Service Priority (TSP) System is a structured coding scheme that prescribes the order in which National Security Emergency Preparedness (NSEP) telecommunications services are installed or restored. The TSP System was developed to support the requirements of the U.S. Government and applies only to NSEP telecommunications services to which the Company is able to apply priority treatment. It requires and authorizes priority action by the Company.

Conditions of emergency or crises that cause invocation of NSEP treatment can only be declared by authorized officials of the Federal Government or other officials (Federal or non-Federal) specified by the Manager-National Communications System (NCS) on behalf of the Executive Office of the President of the United States.

Priority installation and/or restoration of NSEP telecommunications services shall be provided in accordance with Part 64.401, Appendix A, of the Federal Communications Commission's Rules and Regulations.

In addition, TSP System service shall be provided in accordance with the guidelines set forth in "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service User Manual" (NCS manual 3-1-1 dated July 9, 1990) and "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NESP) Service Vendor Handbook" (NCS manual 3-1-2 dated July 9, 1990).

SECTION 8 - MISCELLANEOUS SERVICES

8.16 Telecommunications Service Priority (TSP) System (Cont'd)

8.16.1 Description

The Company will arrange for the installation and/or restoration service upon receipt of the proper certification as specified preceding.

8.16.2 Rates

	Non-Recurring	Monthly Recurring
Priority Installation Service	$65.00	
Priority Restoration Service	$65.00	
Maintenance per line or trunk		$4.25

8.17 Telecommunications Relay Service (TRS)

8.17.1 Description

Pursuant to PSC requirements under Cases No. 92-0442-TRS-CN, et. al., The Company will assess a monthly surcharge on each qualified local service exchange line to support Telecommunications Relay Service (TRS).

8.17.2 Rates

	Monthly Recurring
TRS Surcharge	$.10

SECTION 8 - MISCELLANEOUS SERVICES

8.18 911 Database Management

8.18.1 Description

The Company will provide 911 Database Management for multi-tenant or shared-tenant service provider Customers. This service is available only to Customers with PRI service, described in Section 5, with station level or station number identification. The Company will submit Customer-provided information to the Company's 911 database administrator for inclusion in the Automatic Location Identification (ALI) database. The Customer is responsible for furnishing all new resident or tenant information to the Company 72 hours prior to the establishment of the tenant's local service with the Customer. The Customer is responsible for the accuracy and completeness of their tenant or resident information submitted to the Company for management. The Customer is responsible for updating and advising the Company of any and all changes to their tenant or resident's 911 information. Each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 911 database management services which are or may be furnished by the Company in connection therewith, including but not limited to the identification of the Customer tenant's telephone number, address or name associated with the telephone used by the party or parties accessing 911 services, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them. 911 Database Management, like all of the Company's other services, is offered subject to the general regulations contained in Section 2 of this tariff, and in particular Section 2.1.4, Liability of the Company.

SECTION 8 - MISCELLANEOUS SERVICES

8.18 911 Database Management

8.18.1 Description (cont'd)

The nonrecurring charges below provide for the establishment and initial upload of Customer tenant or resident information. The monthly recurring charges provide for the database management and maintenance of each telephone number provided by the Customer.

8.18.2 Rates

	Monthly Recurring Per Month
Per Number Maintained	$.30

	Non-Recurring Per Initial Upload
Installation per 100-500 numbers	$150.00
Installation per 501-1500 numbers	$250.00
Installation per 1500-2500 numbers	$500.00

SECTION 8 - MISCELLANEOUS SERVICES

8.19 Call Completion Service for Directory Assistance (CCS-DA)

Call Completion Service for Directory Assistance (CCS-DA) provides a customer requesting a number from Directory Assistance the ability to be automatically connected to the requested number. A mechanized announcement or a live Directory Assistance operator may offer call completion to the customer. The call is completed on a sent paid basis.

8.19.1 Basis for Charges

(1) CCS-DA will be furnished where facilities and operating conditions permit.

(2) The offering provides call completion of DA calls only.

(3) CCS-DA will not complete calls to WATS, 800 type services, 900 type services, or 976 type services.

(4) CCS-DA must be connected via Directory Assistance and is not available to operator assisted calls such as, but not limited to, person-to-person, collect, conference, calling card, or third number calls.

(5) No discount may be applied to the CCS-DA basic service charge.

(6) CCS-DA is furnished solely for the telephone calling purposes of the caller. The Company assumes no responsibility or liability for any errors in the information furnished. The caller shall indemnify the Company and hold it free and harmless of and from any and all claims, demands, or damages that shall arise from the use of the service.

8.19.2 Rates and Charges

(1) The following rate is in addition to the rates and charges for other tariffed services including, but not limited to, any applicable local or toll charges.

	Rate
Call Completion Service for Directory Assistance, per call completed	$0.35

SECTION 8 - MISCELLANEOUS SERVICES

8.20 Direct Trunk Overflow

The Direct Trunk Overflow (DTO) feature, where available, gives the Customer another termination option if all of their DID trunks are busy. This all-trunks-busy condition may be caused either by legitimate heavy incoming traffic or by a trouble condition where the T-1 system is down and the 5ESS senses that trouble as an all-trunks-busy condition. During either busy condition, the incoming call attempts to terminate to the DID group. When the 5ESS sees all trunks busy, it will choose an alternate route for the call to a telephone number that is programmed in the 5ESS only. This telephone number has the Call Forward Remote feature assigned to it and forwards the call to a number chosen by the Customer.

Remote Access DTO enables the customer to activate and/or update the Call Forwarding on their DTO from any location. The customer uses a provided remote-access toll free number, the DTO Call Forwarding line and their four-digit PIN to review or change their call forwarding number.

	Monthly Recurring Charge	Non-Recurring Charge
Direct Trunk Overflow	$49.95	$25.00
Remote Access DTO	$10.00	n/a

8.21 Emergency Call Forwarding (N)

At the Business Customer's request, the Company may assist in activating or updating their Call Forwarding (or Call Forwarding on their DTO). The Company will provide this assistance at no cost to the Customer if the request is due to a problem with the Company network. If it is not a Company network problem, then the Customer will be billed a non-recurring charge per line.

	Non-Recurring Charge
Emergency Call Forwarding	$99.00 per line

(N)

SECTION 9 - SPECIAL ARRANGEMENTS

9.1 Special Construction

9.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

A) non-recurring type charges;
B) recurring type charges;
C) termination liabilities; or
D) combinations thereof.

9.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

A) cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:

1) equipment and materials provided or used,
2) engineering, labor and supervision,
3) transportation, and
4) rights of way;

B) cost of maintenance;

C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

SECTION 9 - SPECIAL ARRANGEMENTS

9.1 Special Construction (Cont'd)

9.1.2 Basis for Computation (Cont'd)

D) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

E) license preparation, processing and related fees;

F) tariff preparation, processing and related fees;

G) any other identifiable costs related to the facilities provided; or

H) an amount for return and contingencies.

9.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

A) The termination liability period is the estimated service life of the facilities provided.

B) Unless previously paid pursuant to 9.1.1 and 9.1.2, the amount of the maximum termination liability is equal to the estimated amounts for:

SECTION 9 - SPECIAL ARRANGEMENTS

9.1 Special Construction (Cont'd)

9.1.3 Termination Liability (Cont'd)

B) (Cont'd.)

1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

(a) equipment and materials provided or used,
(b) engineering, labor and supervision,
(c) transportation, and
(d) rights of way;

2) license preparation, processing, and related fees;
3) tariff preparation, processing, and related fees;
4) cost of removal and restoration, where appropriate; and
5) any other identifiable costs related to the specially constructed or rearranged facilities.

C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 9.1.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

SECTION 9 - SPECIAL ARRANGEMENTS

9.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

9.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

SECTION 10 - SERVICE AREAS

10.1 Service Area

The Company includes all the exchanges in West Virginia as the potential areas where alternative local service is planned, where facilities are available and pending appropriate interconnection agreements.